

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Seminole County and City of Lake Mary Solid Waste Management Agreement

**DEPARTMENT:** Environmental Services

**DIVISION:** Solid Waste Management

**AUTHORIZED BY:** Joe Forte

**CONTACT:** William (Johnny) Edwards

**EXT:** 2257

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to sign the Seminole County and City of Lake Mary Solid Waste Management Agreement.

County-wide

William (Johnny) Edwards

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**BACKGROUND:**

Staff has been working to update the Solid Waste Management Interlocal Agreements with each of the municipalities in Seminole County. Updated Agreements have already been executed with the cities of Oviedo, Altamonte Springs, Casselberry and Winter Springs, respectively. The Lake Mary City Commission (City) approved this Agreement on April 2, 2009. The initial Solid Waste Management Interlocal Agreement was entered into in 1989, and subsequently revised in 1994.

Pursuant to this Agreement, the City will direct its contractor to deliver all residential and commercial solid waste collected in the City to Seminole County designated facilities. In return, the County will provide a discount of \$3 per ton to the City. The County will continue to offer added benefits and services to City and County residents and businesses. The term of the Agreement is for five (5) years with automatic one (1) year renewal periods thereafter, unless terminated by either party with one (1) year prior written notice.

Commitments of the City include:

- Delivery of all residential and commercial solid waste collected by the City's contractor to County designated facilities.

Service commitments of the County include:

- Operation and maintenance of County disposal facilities to provide adequate disposal capacity for the City's needs.
- Continuation of the current tip fee through September 30, 2010, with annual CPI adjustments allowed annually thereafter (unless changes in law require tip fee changes).
- Assurance that the City is provided the same tip fee charged to any municipal customer.
- The County will share revenues from its recycling contract with the City if the City delivers dual-sorted recyclables to County facilities.
- Continued availability of the County disposal facilities to City residents.

- Continued operation of periodic tire amnesty days providing residents free tire disposal.
- Continued operation of the household hazardous waste collection program.
- Continued operation of periodic off-site household hazardous waste amnesty days.
- Continued operation of public used oil collection centers.
- Continued operation of the sharps disposal program (this program provides free medical needle disposal for residents).
- Continued operation of County-wide hazardous waste inspections pursuant to Section 403.7225 (11), Florida Statutes.
- Continued cooperation on environmental management issues.

This Agreement reflects a commitment by the City and County to cooperate on solid waste management issues.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute Seminole County and City of Lake Mary Solid Waste Management Agreement.

**ATTACHMENTS:**

1. Agreement

**Additionally Reviewed By:**

☒ County Attorney Review ( Susan Dietrich )

**SEMINOLE COUNTY AND CITY OF LAKE MARY  
SOLID WASTE MANAGEMENT AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and the **CITY OF LAKE MARY**, a Florida municipal corporation, whose address is 100 North Country Club Road, Lake Mary, Florida 32746, hereinafter referred to as "CITY".

**W I T N E S S E T H:**

**WHEREAS**, Chapter 403, Part IV, Florida Statutes, delegates the responsibility for providing solid waste disposal facilities to counties; and,

**WHEREAS**, landfilling is the primary method of solid waste disposal in Seminole County, Florida; and,

**WHEREAS**, on or about September 28, 1994, the COUNTY and CITY entered into a Solid Waste Management Interlocal Agreement and the parties now desire to terminate said Agreement and enter into a new agreement which shall wholly and completely supercede said Agreement; and

**WHEREAS**, the CITY provides for collection and disposal of solid waste from the residents and businesses located within its geographic boundaries and the CITY recognizes the need for safe and sanitary processing and disposal of solid waste; and

**WHEREAS**, the CITY desires to participate in a coordinated countywide program for the management of solid waste and control of

solid waste processing and disposal in compliance with Federal, State and local regulations to prevent, control and abate air, water and ground pollution; and

WHEREAS, the CITY and the COUNTY recognize the need to plan and develop an adequate solid waste system to benefit all residents of Seminole County, Florida; and

WHEREAS, the CITY and the COUNTY recognize the importance of environmentally responsible solid waste disposal capacity; and

WHEREAS, the CITY recognizes that the COUNTY's infrastructure provides for the construction, operation, repair and maintenance of COUNTY solid waste disposal facilities, and that this infrastructure was established, and is available, for the use and betterment of all municipalities within the COUNTY; and

WHEREAS, the CITY recognizes that the cost of existing disposal infrastructure is solely supported by the COUNTY's Solid Waste Management Division revenues; and

WHEREAS, Chapter 403, Part IV, Florida Statutes, encourages counties to enter into interlocal agreements with municipalities for cooperative solid waste management, including establishing recycling programs and pursue recycling activities to reduce the impact of solid waste disposal on landfills; and

WHEREAS, the CITY desires to cooperate with the COUNTY toward achievement and maintenance of the State of Florida's recycling goal and compliance with Chapter 403, Part IV, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants and promises by and between the parties hereto, and for the mutual benefit


of the CITY and COUNTY and their respective citizens, the parties agree, as follows:

**SECTION 1. RECITALS.** The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

**SECTION 2. DEFINITIONS.** The following definitions apply to this Agreement unless specified otherwise:

(a) **Agreement:** Shall mean this written document and all amendments to it.

(b) **Biological Waste:** Shall mean any solid waste that causes or has the capability of causing disease or infection and includes biomedical waste, animals which died from disease, and other wastes capable of transmitting pathogens to humans or animals.

(c) **Biomedical Waste:**  Shall mean any solid waste or liquid waste which may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; discarded disposable sharps; human blood, human blood products and body fluids; and other materials which in the opinion of the State of Florida Department of Health represents a significant risk of infection to persons outside the generating facility.

(d) **Bulky Waste:** Shall mean any item whose large size or weight precludes or complicates its handling by normal collection, processing, or disposal methods.

(e) **City:** Shall mean the City of Lake Mary.

(f) **Contractor:** Shall mean any person, firm or company that has entered or will enter into an agreement with the COUNTY or CITY for solid waste, recycling, or yard waste collection and disposal services.

(g) **Construction and Demolition Debris (C&D):** Shall mean discarded materials generally considered to be non-water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard and lumber from the construction or destruction of a structure as part of a construction or demolition project. The term includes rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project and clean cardboard, paper, plastic, wood, or metal scraps from a construction project.


(h) **COUNTY:** Shall mean Seminole County, Florida, a political subdivision of the State of Florida.

(i) **Designated Facility:** Shall mean the disposal facility(ies) designated by the COUNTY for receiving solid waste, yard waste, white goods, bulky waste or recyclable material under this Agreement within the solid waste management system. The Designated Facilities pursuant to this Agreement are specified in Exhibit "A", attached hereto and incorporated herein.

(j) **Disposal Fees:** Shall mean the rates charged for disposal or processing of items at the Designated Facilities. The Disposal Fees pursuant to this Agreement are specified in Exhibit "B", attached hereto and incorporated herein.

(k) **Garbage:** Shall mean all kitchen and table food waste and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.

(l) **Hazardous Waste:** Shall mean solid waste which, because of its quantity, concentration or physical, chemical or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated or otherwise managed.

(m) **Household Waste:** Shall mean any solid waste, including garbage, trash and sanitary waste in septic tanks, derived from households, including, but not limited to, single and multiple residences, hotels and motels,  bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day use recreation areas.

(n) **Municipal Customer:** Shall mean a municipality that collects refuse and delivers the collected refuse in collection vehicles to a COUNTY facility, or a municipality that contracts for the collection of refuse and directs its contractor to deliver the collected refuse in collection vehicles to a COUNTY facility.

(o) **Recyclable Material:** Shall mean materials capable of being recycled under the COUNTY's Recycling Program and which would otherwise be processed or disposed of as solid waste. Recyclable Material includes newspapers (including inserts), magazines and catalogs, clear, green and brown glass bottles and jars, plastic bottles (Nos.1-7), aluminum and steel cans (including empty aerosol

cans) which are collected from curbside recycling programs. Recyclable materials also include telephone books, corrugated cardboard, brown paper bags and paste board such as, but not limited to, cereal, soda and tissue boxes. Recyclable materials are collected and delivered by a two-stream method consisting of fiber in one-stream and commingle in a separate stream.

(p) **Resident:** Shall mean a person whose domicile is within the boundaries of the CITY or the unincorporated COUNTY.

(q) **Residential Waste:** Household refuse generated from the domestic activities of a resident's domicile. Residential waste does not include refuse generated from commercial activities in a domicile or commercial waste brought to a domicile.

(r) **Recycling:** Shall mean any process by which solid waste, or materials which would have otherwise become solid waste, are collected, separated or processed and reused or returned to use in the form of raw materials or products.

(s) **Solid Waste:** Shall mean sludge unregulated under the Federal Clean Water Act or Federal Clean Air Act; sludge from a waste treatment works, water supply treatment plant, or air pollution control facility; or garbage, rubbish, refuse, special waste, or other discarded material including solid, liquid or semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations.

(t) **Special Waste:** Shall mean those wastes requiring special handling and management, including, but not limited to, white goods, waste tires, used oil, lead acid batteries, construction and

demolition debris, ash residue, yard waste, biological wastes, and mercury containing devices or lamps.

(u) **White Goods:** Shall mean inoperative and discarded refrigerators, ranges, washers, water heaters, freezers and other similar domestic and commercial large appliances.

(v) **Yard Waste:** Shall mean vegetative matter resulting from landscaping maintenance or land clearing operations and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps.

### **SECTION 3. COUNTY RESPONSIBILITIES.**

(a) The COUNTY agrees to maintain its disposal facilities to ensure adequate capacity for all of the CITY's solid waste disposal and to operate in accordance with all applicable local, State and Federal environmental regulations.

(b) The COUNTY agrees to make its disposal facilities available to the CITY, the residents of the CITY, and the CITY's residential and commercial collection contractor(s) for the Disposal Fees specified in Exhibit "B" at the Designated Facilities for solid waste, yard waste and recyclable material generated from residential and commercial sources.

(c) The COUNTY agrees to provide to the CITY the lowest Disposal Fees charged to any Municipal Customer. The COUNTY further agrees to provide to the CITY the highest Environmental Administrative Revenue Share and Recycling Revenue Share provided to any municipal customer. Recycling Revenue Share will only be applied to Recyclable

Material delivered to County-Designated Facilities by the two-stream method as described in subsection 2(o) herein.

(d) The COUNTY may increase or decrease these fees as set forth herein. The COUNTY agrees to maintain reasonable Disposal Fees as set by the Board of County Commissioners and established by resolution. Fee increases shall be consistent with the reasonable costs required to operate and maintain the COUNTY's solid waste management system.

(1) The initial Disposal Fee schedule shall remain in effect until September 30, 2010. On October 1, 2010, and annually thereafter, as established by resolution of the Board of County Commissioners, the COUNTY may increase disposal charges and recycling processing charges by a rate equal to the increase in the Consumer Price Index - All Urban Consumers (CPI-U). The first rate determination period shall be from January 1, 2009 to the date the new fee schedule is proposed. Subsequent rate determination periods shall be from the date the most recent rate was set to the date the new fee schedule is proposed. CPI price increases will take effect on or after October 1 annually.

(2) Disposal Fee increases directly attributable to changes in law including mandates imposed by Federal and State regulatory agencies shall not be limited by the CPI. The COUNTY shall promptly notify the CITY of any impending or anticipated increases directly attributable to changes in law, including mandates. The COUNTY shall provide to the CITY a written explanation of the fee increase attributable to a change in law. The increase in the

Disposal Fee shall take effect after the COUNTY gives ninety (90) days written notice to the CITY that said increase is required.

(3) The COUNTY may initiate non-CPI Disposal Fee increases beyond the CPI for reasons other than changes in law. The COUNTY shall provide to the CITY a written explanation of any non-CPI Disposal Fee increase ninety (90) days prior to the effective date of said Disposal Fee increase. If the CITY chooses not to accept the non-CPI Disposal Fee increase proposed by the COUNTY, the CITY may terminate this Agreement with ninety (90) days written notice to the COUNTY.

(e) The COUNTY agrees to pay CITY an Environmental Administrative Revenue Share for commercial and residential solid waste and a Recycling Revenue Share for residential recyclables as set forth in Exhibit "B". Recycling Revenue Share will only be applied to Recyclable Material delivered to County-Designated Facilities by the two-stream method as described in subsection 2(o).

(f) The COUNTY agrees to maintain and provide services to the CITY as outlined herein:

(1) Tire Amnesty Days, held periodically each year at the Designated Facilities, at which there shall be no charge to residents for the disposal of tires generated from their residential property.

(2) Household Hazardous Waste Disposal. There shall be no charge to residents for the disposal of household hazardous waste generated from their residential property when delivered to the Designated Facilities.

(3) Household Hazardous Waste Amnesty Day(s), held in various locations, at which there shall be no charge to residents for the disposal of hazardous waste generated from their residential property.

(4) Used Oil Collection Centers, at which there shall be no charge to residents for the disposal of used motor oil generated from their residential property.

(5) Sharps Disposal Program, at which there shall be no charge to residents requiring the use of medical sharps, needles or lancets, for Sharps containers and the disposal of the sharps generated from their personal use. The Sharps Disposal containers shall be available at Fire Stations, Health Department locations, and the Designated Facilities.

(6) Inspections shall be provided to businesses generating small quantities of hazardous waste at no charge to the business owner in compliance with Section 403.7225 (11), Florida Statutes. These inspections shall assess, notify and verify potential and known generators generating less than 2,200 pounds of hazardous waste in a calendar month. Section 403.7234, Florida Statutes, requires that each county notify known and potential small quantity generators of their legal responsibilities regarding proper waste management practices, and provide a list of available hazardous waste management alternatives.

(7) Hazardous Material Spill Response Coordination. The COUNTY's Environmental Compliance Assistance and Pollution Prevention Programs (ECAP3) Team will be available to the CITY to provide

assistance and technical direction in responding to situations involving hazardous materials spill.

(8) Environmental education shall be provided to include, but not be limited to, hazardous waste, pollution and litter prevention, recycling and waste reduction at schools, special events, Designated Facilities, businesses, civic and homeowner association meetings.

(9) Environmental monitoring shall be provided to ensure the Designated Facilities and solid waste management facilities remain in compliance with all local, State and Federal regulations.

(10) Environmental investigation and enforcement cooperation shall be provided. The County's ECAP3 Team will continue to coordinate Environmental Task Force meetings where local agencies can coordinate on environmental crimes initiatives.

(11) Conditionally Exempt Small Quantity Generator Business Collection Events, held periodically, at a Designated Facility or various sites, at which the County shall extend its contracted disposal rate for disposal of hazardous waste generated at business (businesses must meet Federal and State regulations concerning hazardous waste management and transport).

(12) Disaster Recovery. The COUNTY shall work to cooperatively respond with the CITY for the collection and management of debris management during disaster recovery efforts. The COUNTY's contract for debris management is available for the CITY to "piggy-back" a contract for services.

(13) Mulch and compost shall be available to residents and businesses at the Designated Facilities, at no charge for their use, when the resident or business provides the means to collect and transport mulch and compost from the Designated Facilities.

(14) Recycling Centers, at the Designated Facilities, shall be available at no charge for residents and businesses to deliver recyclable materials generated from their residential or commercial property.

(15) Cooperation, such as the sharing of records or information, on any solid waste management grant program. Notwithstanding the above, however, this Agreement conveys no commitment of funding or staffing for existing or future grant opportunities, nor precludes the COUNTY and CITY from entering into future agreements for such commitments.

#### **SECTION 4. CITY RESPONSIBILITIES.**

(a) The CITY agrees that all solid waste and Recyclable Material deemed suitable for processing and disposal collected by or on behalf of the CITY shall be disposed of at the COUNTY Designated Facilities, as set forth in Exhibit "A". Notwithstanding the above, the CITY may deliver Recyclable Material collected by a manner other than the two-stream method as described in subsection 2(o) herein to a facility other than a County Designated Facility.

(b) The CITY agrees to cooperate with the COUNTY to provide all necessary information to the COUNTY so that the CITY and the COUNTY can determine the quantity of the CITY's solid waste and Recyclable Material being delivered to the Designated Facilities.

(c) The CITY agrees to amend its existing solid waste, yard waste and recyclable materials collection agreements, if any, to ensure disposal of all solid waste and yard waste at COUNTY Designated Facilities as set forth in Exhibit "A".

(d) The CITY agrees to amend its commercial solid waste franchise agreements, if any, to include language directing commercial solid waste to the COUNTY Designated Facilities set forth in Exhibit "A".

(e) The CITY agrees that as long as this Agreement is in effect and unless it is a violation of any Federal anti-trust law, it shall not construct, acquire, operate, or permit any solid waste disposal area which may compete or tend to compete with the COUNTY's System.

(f) The CITY agrees to cooperate with the COUNTY to provide all necessary information to the COUNTY to determine if the COUNTY is meeting the State recycling goal and the requirements of Chapter 403, Part IV, Florida Statutes.

(g) The CITY agrees to provide the COUNTY monthly recycling reports by the 10th day of each month following service.

(h) The CITY agrees to cooperate with the COUNTY, by sharing information or records, on any solid waste management grant programs. Notwithstanding the above, however, this Agreement conveys no commitment of funding or staffing for existing or future grant opportunities, nor precludes the COUNTY and CITY from entering into future agreements for such commitments.

(i) For the purposes of this Section, solid waste shall not mean construction and demolition debris.

**SECTION 5. EFFECTIVE DATE.** This Agreement shall become effective on the date of its execution by the COUNTY and remain in full force and effect for five (5) years and shall automatically be renewed annually thereafter unless terminated earlier by either mutual agreement or by one (1) year prior written notice provided, as set forth hereunder, to the other party on or before the annual renewal date.

**SECTION 6. INDEMNIFICATION.**

(a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(b) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of the parties beyond the waiver provided for in Section 768.28, Florida Statutes.

(c) The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the waiver of any other provision.

**SECTION 7. FORCE MAJEURE.** In the event that performance by the COUNTY or CITY of any of their responsibilities under this Agreement shall be interrupted, delayed, or prevented by an occurrence not occasioned by the conduct of such party, whether such occurrence be an act of God or any other occurrence whatsoever that is beyond the reasonable control of such party, including, but not limited to, a

change in environmental law or regulation rendering performance impractical or impossible, then such party shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible.

**SECTION 8. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**For COUNTY:**



Seminole County  
Department of Environmental Services  
1101 East First Street  
Sanford, FL 32771  
Attention: Department Director

**For CITY:**

City of Lake Mary  
100 North Country Club Road  
Lake Mary, FL 32746  
Attention: City Manager

**SECTION 9. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 10. BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties.

**SECTION 11. ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written approval of the other.

**SECTION 12. PUBLIC RECORDS LAW.** CITY acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CITY acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 13. DISCLAIMER OF THIRD PARTY BENEFICIARIES.** This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

**SECTION 14. TIME OF THE ESSENCE.** Time is of the essence relative to all aspects of performance under the terms of this Agreement.

**SECTION 15. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, the parties shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in

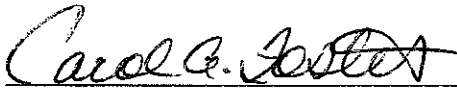
effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the other party to terminate this Agreement immediately upon delivery of written notice of termination to the other party as provided hereinabove.

**SECTION 16. DEFAULT.** If any CITY or COUNTY fails to perform any of the terms and conditions of this Agreement for a period of sixty (60) days after receipt of notice of such default from the other party, the party giving notice of default may be entitle to seek specific performance of this Agreement. The parties each acknowledge that money damages may be an inadequate remedy for the failure of performance and that the party giving notice is entitled to seek an order requiring specific performance by the defaulting party. In the event that such an order is sought, each party shall be responsible for its own costs and expenses so incurred, including all attorneys fees, if applicable. Failure of any party to exercise its rights in the event of any breach by another party shall not constitute a waiver of such rights. No party shall be deemed to have waived any breach by another party unless such waiver is reduced to writing and executed by the waiving party. Such written waiver shall be limited to terms specifically contained therein. This paragraph shall not prejudice the right of any party to seek such additional remedy at law or equity for any breach hereunder.

**SECTION 17. SEVERABILITY.** If any one (1) or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express

law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever, be held invalid then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall in no way effect the validity of the remaining covenants or provisions of this Agreement.

ATTEST:

  
CAROL FOSTER, City Clerk  
**APPROVED BY**  
**CITY COMMISSION**  
4/2/09

CITY OF LAKE MARY

By:

  
DAVID MEADOR, Mayor

Date:

4-2-09

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA



By:

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

\_\_\_\_\_  
BOB DALLARI, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency.

As authorized for execution by the Board  
of County Commissioners at its \_\_\_\_\_,  
2009, regular meeting.

\_\_\_\_\_  
County Attorney

SED/sb  
3/25/09

Attachments:

Exhibit "A" - Designated Facilities

Exhibit "B" - Fees and Payments

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EXHIBIT "A"  
DESIGNATED FACILITIES

Designated Facilities under the terms of this Agreement shall be:

- 1) The Seminole County Osceola Road Landfill located at 1930 East Osceola Road, Geneva, and
- 2) The Central Transfer Station located at 1950 State Road 419, Longwood, Florida 32750

The Seminole County Osceola Road Landfill accepts solid waste, yard waste, construction and demolition debris, tires, and white goods.

The Central Transfer Station accepts solid waste, yard waste, and recyclables.

Citizen delivered household hazardous waste is accepted at the Central Transfer Station and the Osceola Road Landfill.

The Seminole County Osceola Road Landfill and the Central Transfer Station do not accept biological or biomedical wastes.



**EXHIBIT "B"**  
**FEES AND PAYMENTS**

Seminole County Solid Waste Disposal Fee: (per County Rate Resolution)	\$33.17 per ton
Environmental Administrative Revenue Share:	\$ 3 per ton
Municipal Customer Recyclables Disposal Fee:	No Charge
Recyclable Processing Fee: (collected and delivered by two-stream method)	\$20 per ton
Minimum Recycling Revenue Share to City (based on calculation below)	\$ 6 per ton

**A. ENVIRONMENTAL REVENUE SHARE**

Environmental Administrative Revenue Share -

The COUNTY shall provide to the CITY an Environmental Administrative Revenue Share of \$3.00 per ton. The Environmental Administrative Revenue Share shall be based on the tonnage of commercial solid waste and residential solid and residential yard waste delivered to the Designated Facilities by the City or the City's contractor.

The CITY shall direct its contractor to operate waste collection routes to assure the delivery of loads comprised solely of CITY generated commercial and residential solid waste and residential yard waste to the Designated Facilities.

The payment shall either be made directly to the CITY, or may appear as a credit on the CITY's account with the COUNTY. The CITY shall provide written notice to the COUNTY identifying which payment option is to be utilized.

**B. RECYCLING REVENUE SHARE**

**1. Recycling Revenue Share Background -**

The COUNTY shall pay directly to the CITY a revenue share based on the County's Recycling Processing Agreement which expires on December 31, 2014. The COUNTY's Recycling Processing Agreement currently contains the following floor prices:

Fiber Stream (FS)	\$42 per ton
Commingle Containers (CC):	\$ 2.50 per ton

The COUNTY's Recycling Processing Agreement provides for processing payments to be made to the COUNTY at or above the floor amount. The description of payments to be made to the COUNTY by its contractor is set forth in Exhibit "A", Second Amendment To Recycling Processing

Agreement (RFP-4114-01/JVP), effective September 15, 2008, expires December 31, 2014.

2. Recycling Revenue Share Calculation -

The COUNTY shall pay the CITY a per ton rate equal to the processing payment received by the COUNTY less the recyclables processing fee. The Recycling Revenue Share shall be calculated as follows:

1. Processing payment the COUNTY receives from its contractor is determined by the formula: County's processing payment = (Tons CC X Price CC) + (Tons FS X Price FS).
2. The CITY's percentage breakdown of percent CC and percent FS is assumed to be the same as the percentage breakdown of the overall shipments made by the COUNTY to its contractor each month.
3. Recycling Revenue Share = (Tons of Recyclables delivered by CITY X percent CC X Price CC) + (Tons of Recyclables delivered by CITY X percent FS X Price FS) - (Tons of Recyclables delivered by CITY X Recycling Processing Fee).
4. The COUNTY shall provide a detailed description of the Recycling Revenue Share Calculation on a monthly basis with the Recycling Revenue Share payment.

The Recycling Revenue Share shall be provided as a credit on each month's disposal fee statement for the CITY if the CITY chooses to pay the COUNTY directly for disposal or the Recycling Revenue Share shall be paid directly to the CITY on a monthly basis. Prior to the effective date of this Agreement, the CITY shall provide written notice as set forth therein to the COUNTY concerning how credit for the Environmental Revenue Share shall be provided.

At the expiration of the COUNTY's recycling contract, the COUNTY and the CITY shall negotiate a revenue share for the Recyclable Material based on the COUNTY's next recycling contract. The COUNTY shall advise the CITY as to the status of negotiations. The COUNTY shall consider any written input received from the CITY during the course of such negotiations in order to provide benefits and advantages resulting from such negotiations to both parties.

C. TWO-STREAM COLLECTION AND DELIVERY METHOD

Two-Stream Collection and Delivery Method -

The CITY shall require its contractor to operate recycling collection routes to assure the delivery of discrete loads comprised solely of CITY recyclables to COUNTY facilities. The CITY and its contractor shall provide sufficient truck and route information so that the

COUNTY and the CITY can track and monitor the quality of recyclables delivered by the CITY's contractor to COUNTY facilities. The CITY's contractor's trucks shall be clearly marked as delivering recyclables from only the CITY to the Designated Facilities.

